

divorce case and its case number.

68.2 FILING OF INCOME AND EXPENSE AND PROPERTY STATEMENTS

(1) This rule shall apply to all petitions for dissolution of marriage or separate maintenance, legal separation, annulment, petitions for declaration of paternity or petitions for custody and support including uniform support and all motions to modify any judgment of the preceding causes of actions, petitions for third party custody, and any motions for grandparent visitation.

(2) Income and Expense and Property Statements shall be completed, under oath on the form approved by the court and available from the Office of the Circuit Clerk typed in substantially the same format, and shall be electronically filed with the court and served on the other parties as provided herein.

(A) Petitioner/Movant shall electronically file financial statements with their first pleading and shall serve them on the other parties at the same time as the first pleading. The Clerk shall not accept the pleading for filing unless the financial statements are filed. The amounts stated in the financial statement shall not state “varies” or “TBD” without approval of a family court judge.

(B) Respondent shall electronically file financial statements within 60 days of service or entry of appearance whichever is earlier. A copy of the financial statements shall be mailed to the attorney for each opposing party or to any unrepresented party.

68.3 AUTOMATIC FAMILY COURT ORDER

(1) Upon the filing of a petition for dissolution of marriage, legal separation, annulment, declaration of paternity or child custody and/or support or a motion to modify any of the foregoing, the Office of the Circuit Clerk shall provide the filing party with a copy of this order setting forth practices and procedures



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consistent with the terms contained in paragraph (2) of this Rule. A copy of the Order shall also be attached to the summons and served on the other party along with the petition and summons.

(2) Terms.

(A) Neither party shall harass, abuse, threaten to abuse, stalk, molest or disturb the peace of the other party or any of the parties' minor children, wherever they may be found.

(B) Neither party shall conceal or damage any property, real or personal, owned solely by the other party or jointly with the other party.

(C) Neither party shall cease payment for, or cause to be terminated, any coverage for the other party or any of the parties' minor children under any policy of medical, dental, vision, hospitalization, automobile or disability insurance in force on the date of filing of the case unless ordered by the Court or unless consented to in writing by both parties.

(D) Neither party shall relocate the residence of any of the parties' minor children outside of the State of Missouri, nor shall any party conceal a child from the other or deprive or hinder a party with whom a child has resided for the sixty days immediately preceding the filing of the case from reasonable or previously ordered visitation or custody unless ordered by the Court or unless consented to in writing by both parties.

(E) In any dissolution, legal separation or annulment action, neither party shall shut off, cease payment for, or cause to be terminated the usual and necessary utilities being provided to the residence of either party unless ordered by the Court or unless consented to in writing by both parties.

(F) In any dissolution, legal separation or annulment action, neither party shall close or borrow against any bank or investment account, certificate of deposit or IRA or retirement

account, nor shall either party dissipate, sell, remove, assign, transfer, dispose of, lend, mortgage, or encumber any property of a party, real or personal, except in the ordinary course of business or for the necessary expenses of the parties' family under the circumstances unless ordered by the Court or unless consented to in writing by both parties.

(G) In any dissolution, legal separation or annulment action, neither party shall incur extraordinary credit card or other debt except in the ordinary course of business or for the necessary expenses of the parties' family under the circumstances unless ordered by the Court or unless consented to in writing by both parties.

(3) Duration. The terms of the Order shall continue in effect until further order of the Court. Either party may request a hearing to modify the Order by motion to the Court in the division to which the case has been assigned.

(4) Enforcement. Either party may request a hearing to enforce the Order by motion to the Court. Violation of the Order may constitute contempt of court and subject to the violation or fines or other sanctions as allowed by the Court, including reimbursement of expenses or attorney's fees and costs incurred due to the violation.

(5) Effect. The terms of the Order are intended simply to preserve the current situation of the parties and are not intended to impact the ultimate decision of the Court as to custody or support of the parties' minor children, maintenance or property and debt division. Nothing in this Rule prohibits the Court for entering other appropriate orders pending the final adjudication of the case. The terms of the Order shall not serve to modify, amend or supersede any prior judgments involving the parties, including ex parte or final orders of protection which may prohibit communication between the parties.